

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

Priscilla Stuebner,

Plaintiff,

v.

Central California Baking Company,

Defendant.

Case No. 1:22-CV-00939-HBK

**APPROVED STIPULATED  
PROTECTIVE ORDER**

Based upon the stipulation of the parties, and the Court being duly advised;  
IT IS HEREBY STIPULATED AND AGREED BETWEEN THE PARTIES,  
AND ORDERED BY THE COURT AS FOLLOWS:

1. Any party to this action may designate as confidential any document or testimony sought to be discovered by any other party which is “Confidential Material” as defined by this Order. The terms of this Order shall govern as to all aspects of the procedures to be followed in making or challenging such designations, and the terms, conditions, and restrictions on the use of confidential materials.

2. When used in this Order, the word “documents” includes, but is not limited to: documents produced by any party or non-party in this action; responses

1 to requests for admission; responses to interrogatories; deposition transcripts and  
2 exhibits; and any papers which quote from the foregoing.

3 3. All documents or testimony designated as confidential in accordance  
4 with this Order shall be used solely within the context of this action and for no  
5 other purpose, including with regard to other, unrelated litigation or proceedings  
6 adverse to the other party in this action.

7 4. For purposes of this Order, the term “Confidential Material” shall  
8 include any documents produced or otherwise exchanged in connection with this  
9 action by the parties or by non-parties, which contain or disclose confidential  
10 information, proprietary information, trade secrets, business competitive  
11 information, business strategy and development, personnel information, medical  
12 information, financial information, case management information, law  
13 enforcement-related information, medical information, and any other information  
14 protected by statute or privilege, or that the designating party desires to be held in  
15 confidence and not used for any purpose other than in the context of this case.  
16 Either party may designate such documents as confidential by stamping such  
17 documents with the notice “CONFIDENTIAL” prior to their production or by  
18 otherwise designating in writing such documents as confidential subsequent to  
19 their production. Nothing in this paragraph precludes a party from redacting  
20 names or other identifying information from documents produced subject to this  
21 Stipulated Protective Order.

22 5. Either party may designate any Confidential Material as  
23 “ATTORNEYS EYES ONLY” or “AEO” under the terms of this Order if such  
24 party in good faith reasonably believes that such Confidential Material consists of  
25 highly sensitive information, the disclosure of which to a party, even subject to the  
26 terms governing confidential information under this Order, is likely to cause  
27 competitive business injury (“AEO Information”).  
28

1           6.     Within thirty (30) days after receipt of the final transcript of the  
2 deposition of any party or witness in this case, any party in this action may  
3 designate as “CONFIDENTIAL” or “AEO” that portion of any deposition  
4 testimony containing or disclosing confidential material. The reporter shall  
5 separately transcribe those portions of the testimony so designated and shall mark  
6 the face of the transcript as “CONFIDENTIAL” or “AEO,” as the designating  
7 person may direct. The designating person also may make such a designation after  
8 reading the deposition transcript if that person determines that testimony should  
9 have been, but was not, designated “CONFIDENTIAL” or “AEO” during the  
10 deposition. The designating person shall pay all expenses related to such  
11 designation.

12           7.     Confidential documents or testimony may be referred to in motions,  
13 briefs and other documents filed with the Court, and may be used in depositions  
14 and marked as exhibits in this action, but such documents and testimony must be  
15 appropriately marked as confidential. Moreover, nothing in this Protective Order  
16 relieves the parties of their responsibility to comply with Local Rule 141 to the  
17 extent they wish documents containing confidential information to be filed under  
18 seal.

19           8.     Except as set forth above, or with prior written consent of the party or  
20 non-party asserting confidential treatment, or as the Court may otherwise order, no  
21 document or testimony designated as “CONFIDENTIAL” or “AEO,” and no  
22 information contained in it or obtained from it, may be disclosed to any person  
23 other than:

- 24               a. The Court, its staff, and court reporters;
- 25               b. The parties, counsel for the parties in this action, and their staff;
- 26               c. Independent experts retained by counsel for the parties and their  
27               staff;
- 28

- d. Actual and potential witnesses to the extent necessary to verify or challenge the information; or
- e. Employees of copy or database services, and similar support firms, who are engaged by the parties, or either party, during the litigation of this action.

9. Other than Court personnel, each person to whom confidential testimony or documents is disclosed must be informed of this Order, receive a copy of this Order, and comply with its terms. This Court shall have jurisdiction over any proceedings involving alleged improper use or disclosure of the confidential information.

10. This Order shall not prevent the disclosure of documents to the persons who were authors or addressees of the documents or are shown as having received copies of them, nor does this Order apply to testimony or exhibits offered at trial or in depositions, except as limited by paragraph 3.

11. The terms of this Order shall survive and remain in full force and effect after the termination of this case. Within thirty (30) days after final conclusion of all aspects of this dispute, all confidential material and all copies of the same (other than those filed with the Court) shall be securely destroyed by shredding or other secure destruction method, except that counsel for the parties may retain one copy of confidential documents in a secured folder appropriately marked to indicate that such documents are confidential and subject to this Protective Order, provided such documents are destroyed in accordance with such counsel's normal file destruction protocol.

12. The restrictions and obligations relating to documents or testimony designated as confidential in accordance with this Order shall not apply to any document or information which all parties agree to in writing; which the Court rules was known publicly at the time it was produced to the receiving party; which

1 has since become publicly known through no fault of the receiving party; or which  
2 the Court otherwise orders shall be made public.


3 13. In the event that at any time a party disagrees with the designation of  
4 material as confidential under this Order, the parties shall first attempt to resolve  
5 the dispute among themselves. If the dispute is not resolved, the designating party  
6 must move the Court to review the material no later than ninety (90) days prior to  
7 the date set for trial of this matter, unless inconsistent with the District Judge's  
8 scheduling order(s), in which case the latter shall govern. Until such time as the  
9 Court rules otherwise, the document shall be treated as confidential.  
10 Notwithstanding anything to the contrary set forth herein, either party shall have  
11 the right to apply to the Court at any time not inconsistent with the District Judge's  
12 scheduling order(s) for an order granting other or additional protective relief with  
13 respect to any confidential material they produce.

14 14. This Order shall remain in force and effect until further order of this  
15 Court. Insofar as the provisions of this Order restrict the use of confidential  
16 information, this Order shall continue to be binding after the conclusion of this  
17 litigation to the extent the confidential information is not or does not become  
18 known to the public.

19 15. All parties stipulate to this Protective Order, and consent to their  
20 electronic signatures.

21  
22 **IT IS SO ORDERED.**

23  
24 Dated: November 2, 2023

  
HELENA M. BARCH-KUCHTA  
UNITED STATES MAGISTRATE  
JUDGE

**IT IS SO STIPULATED:**

DATED: October 18, 2023

DATED: October 18, 2023

TONKON TORP LLP

THE RUTTEN LAW FIRM, APC

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By: /s/ Howard Rutten  
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Signature authorized on Oct. 17, 2023

**Submitted By:**

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*Attorneys for Plaintiff Patricia Steubner*

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing **STIPULATED PROTECTIVE ORDER** was served on the following ECF participants by electronic means through the Court's Case Management/Electronic Case File system on the date set forth below:

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*Attorneys for Plaintiff*

DATED: November 2, 2023.

By: /s/ Megan Holley  
Megan Holley  
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